

Qwest Communications®
Service Interval Guide for Resale, UNE and Interconnection Services

FEATURE EXCEPTION LIST – 2 Day

The following list details switch features that may be added or changed on indicated service types in Two (2) Business Days. Not all features listed are available with each product type. Feature availability by product is available in the appropriate Product Catalogue.

US900

EO3	3 Way Call Transfer
EV2HG	BL/DA Intraoffice Overflow
EVBHG	BL Intraoffice
EVDHG	CF/DA Intraoffice
EVFHG	CFBL/DA Intraoffice External
EVKHG	CFBL/DA Intraoffice Overflow
EVOHG	CFBL Intraoffice Overflow
FBJHG	CFBL Interoffice Expanded
FDJHG	CFDA Interoffice Expanded
FVJHG	CFBL/DA Interoffice
HSO	Series Hunting
HTG	Hunting
M1W	Audible/Visual Msg Waiting Indicator
MBB	BVMS
MBBXA	BVMS - Spanish
MBJ	Discounted VM
MGN	Msg Waiting - Audible
MV5	Msg Waiting - Visual
MWW	Msg Waiting - Audible
RCA	Bus/Res - Addl Talk Path
RCFRE	Res - Interstate CF
RCFRF	Res - Local Number termination measured
RCFRH	Res - Local Number termination message
RCFRS	Res - Intrastate number termination
RCFRT	Res - Long Distance number termination
RCFVE	Bus -Interstate number termination
RCFVF	Bus - Local number termination measured
RCFVH	Bus - Local number termination message

The Resale, UNE and Interconnection Service guidelines contained herein are subject to change at anytime by Qwest.
Please refer to the Web location (<http://www.qwest.com/wholesale/guides/sig/index.html>) for the most current copy.

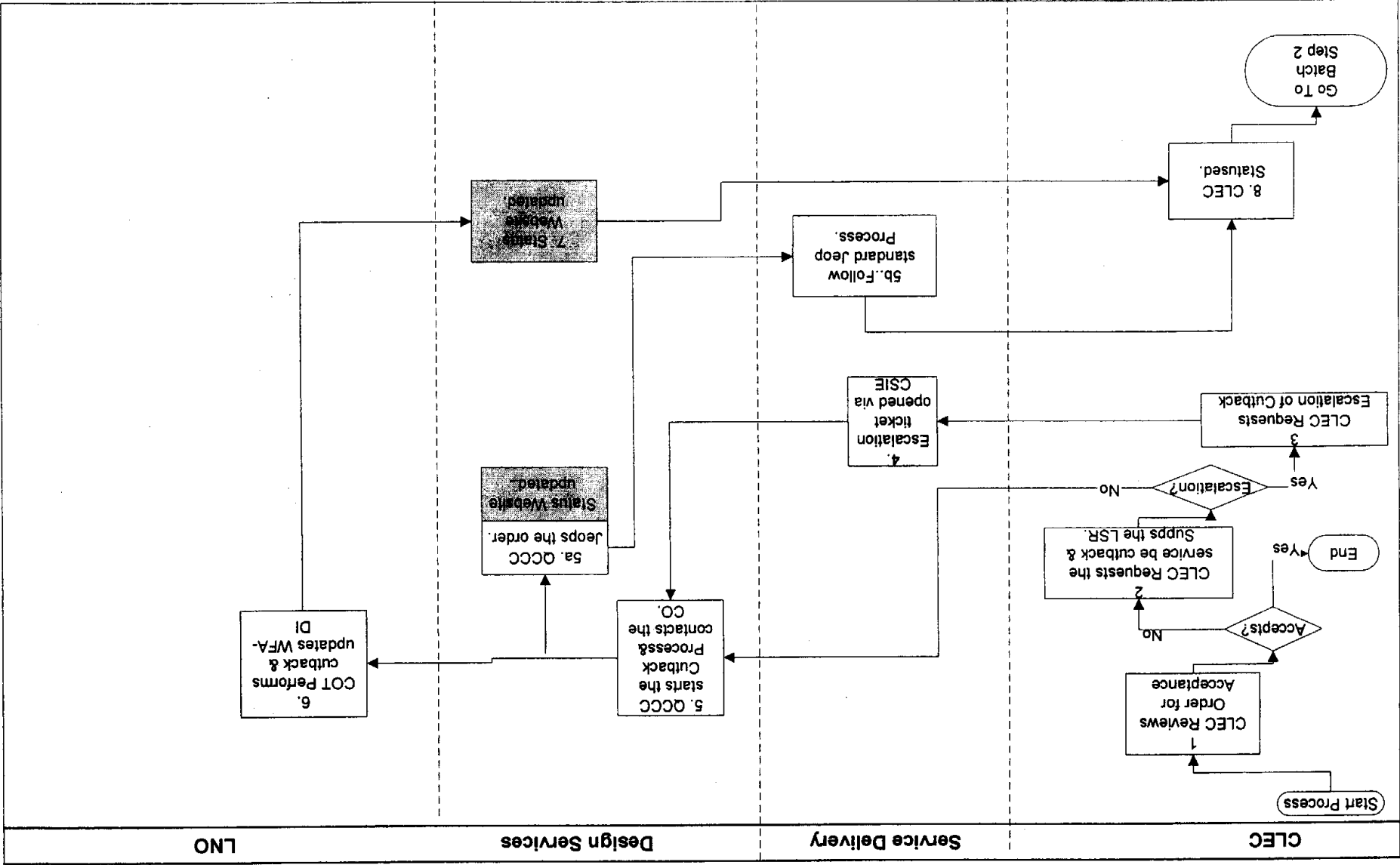
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RCFVS	Bus - Intrastate number termination
RCFVT	Bus - Long Distance number termination
RCFWE	Bus - WATS Interstate number term
RCFWS	Bus - WATS Intrastate number term
RD5	Bus - Local number term measured
RD6	Res - Local number term measured
S8V	Spanish Feature
SQAV2	Sp Dials Qwest MDS VMS Rtrvl Number
SQAVX	Sp Dials any other number
TFM	Transfer MBB
VBS	Res/Bus - Extension MBB
VFN	Res/Bus - Msg notification
VGt	Bus - Scheduled Greetings
VJMXB	Simon - Listen Only MBB - WA
VJMXU	Call Rtg to number
VJMXV	Call Rtg to number - Spanish
VJMXW	Bus - Listen only
VJMY	Contributor MBB
VMC1X	Addl msg - capacity 50
VMC2X	Addl msg - capacity 100
VMJXA	Res - CFBL/DA & Audible
VMJXB	Res - CFBL/DA & Audible/Visual
VMJXX	Res - Mailbox only
VPH	Call Rtg
VPHXA	Call Rtg - Spanish
VTM1X	Mailbox destination
VTM2X	Local or 88+ destination
VVMAD	Bus - CFBL/DA & MWI - Audible
VVMAE	Bus - CFBL/DA & MWI - Audible/Visual
VVMAF	Bus - Choice CF/DA & MWI - Audible
VVMAG	Bus - Choice CF/DA & MWI - Audible/Visual

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EXHIBIT DP-15

DUE DATE CUTBACK FLOW



Cutback Process Task List

1. CLEC reviews the Statue Website and the Trap and Trace signal to note completion. CLEC performs any additional testing to determine the loop acceptance. If accepted NO response is required. If CLEC is NOT accepting the order, CLEC action is required.
2. CLEC detects an issue on the order. CLEC requests cutback of service to the original provider by sending an email to Qwest. CLEC can call Qwest CSIE group to open an escalation ticket. These actions must take place prior to the 2-hour acceptance timeframe has elapsed. CLEC supplements original LSR for appropriate action.
3. The CLEC may opt to have the cutback escalated via the CSIE group.
4. Qwest CSIE receives call to open an escalation ticket to stop the completion of a service order or LSR currently contained in the BHC. CSIE forwards the ticket to the QCCC to cutback the end user to the original provider.
5. QCCC will perform CO hand-off and page the CO to notify that the order needs to be cutback.
- 5a. QCCC follows the standard Jeopardy process. The Status Website is updated.
6. COT performs cutback of service to original provider equipment and updates WFA-DI.
7. The Status Website is updated.
8. CLEC is statused that the cutback is complete and order is now in Jeopardy status.

ATTACHMENT 2

644	OMAHA NEBRASKA	NE	402	504	ICG	OMAHA
648	GREAT FALLS MT	MT	406	299	ICG	BUTTE
668	TUCSON ARIZONA	AZ	520	236	SPRINT LOCAL	SIERRAVIST
668	TUCSON ARIZONA	AZ	520	243	SPRINT LOCAL	TUCSON
668	TUCSON ARIZONA	AZ	520	254	SPRINT LOCAL	WILLCOX
666	PHOENIX ARIZONA	AZ	602	388	SPRINT LOCAL	PHOENIX
666	PHOENIX ARIZONA	AZ	928	212	SPRINT LOCAL	PAYSON
666	PHOENIX ARIZONA	AZ	928	261	SPRINT LOCAL	YUMA
666	PHOENIX ARIZONA	AZ	928	266	SPRINT LOCAL	FLAGSTAFF
666	PHOENIX ARIZONA	AZ	928	852	SPRINT LOCAL	SEDONA
664	NEW MEXICO	NM	505	202	SPRINT LOCAL	LAS CRUCES
664	NEW MEXICO	NM	505	208	SPRINT LOCAL	ROSWELL
664	NEW MEXICO	NM	505	514	SPRINT LOCAL	ALBUQUERQUE
664	NEW MEXICO	NM	505	629	SPRINT LOCAL	SANTA FE
664	NEW MEXICO	NM	505	716	SPRINT LOCAL	FARMINGTON
620	ROCHESTER MINNESOTA	MN	507	884	ICG	ROCHESTER
628	MINNEAPOLIS MINN	MN	952	215	ICG	TWINCITIES
624	DULUTH MINNESOTA	MN	218	206	SPRINT LOCAL	DULUTH
624	DULUTH MINNESOTA	MN	218	288	SPRINT LOCAL	VIRGINIA
624	DULUTH MINNESOTA	MN	218	260	LEVEL 3	DULUTH
624	DULUTH MINNESOTA	MN	218	293	LEVEL 3	HIBBING
636	BRAINERD-FARGO ND	MN	218	297	LEVEL 3	BRAINERD
636	BRAINERD-FARGO ND	MN	218	303	LEVEL 3	MOORHEAD
624	DULUTH MINNESOTA	MN	218	305	LEVEL 3	VIRGINIA
636	BRAINERD-FARGO ND	MN	218	321	LEVEL 3	FERGUS FLS
636	BRAINERD-FARGO ND	MN	218	325	LEVEL 3	DETROITLKS
626	ST CLOUD MINNESOTA	MN	320	310	LEVEL 3	ST CLOUD
626	ST CLOUD MINNESOTA	MN	320	315	LEVEL 3	GRANITEFLS, MN
628	MINNEAPOLIS MINN	MN	320	591	LEVEL 3	PINE CITY
620	ROCHESTER MINNESOTA	MN	507	216	LEVEL 3	ROCHESTER, MN
626	ST CLOUD MINNESOTA	MN	320	217	KMC	ST CLOUD
664	NEW MEXICO	NM	505	795	ICG	SANTA FE
654	WYOMING	WY	307	215	AT&T LOCAL	CASPER
654	WYOMING	WY	307	757	AT&T LOCAL	CHEYENNE
664	NEW MEXICO	NM	505	680	AT&T LOCAL	LAS CRUCES
654	WYOMING	WY	307	922	AT&T LOCAL	ROCK SPG
660	UTAH	UT	435	553	LEVEL 3	BRIGHAM CY
660	UTAH	UT	435	572	LEVEL 3	CEDAR CITY
660	UTAH	UT	435	612	LEVEL 3	MONROE
660	UTAH	UT	435	633	LEVEL 3	RICHFIELD
652	IDAHO	ID	208	595	LEVEL 3	TWIN FALLS
652	IDAHO	ID	208	629	LEVEL 3	BOISE
652	IDAHO	ID	208	904	LEVEL 3	POCATELLO
652	IDAHO	ID	208	932	LEVEL 3	IDAHO FALLS
650	BILLINGS MT	MT	406	545	LEVEL 3	BILLINGS
650	BILLINGS MT	MT	406	551	LEVEL 3	BOZEMAN
648	GREAT FALLS MT	MT	406	552	LEVEL 3	MISSOULA

648	GREAT FALLS MT	MT	406	558	LEVEL 3	HELENA
648	GREAT FALLS MT	MT	406	564	LEVEL 3	GREATFALLS
648	GREAT FALLS MT	MT	406	565	LEVEL 3	BUTTE
636	BRAINERD-FARGO ND	ND	701	212	LEVEL 3	FARGO
636	BRAINERD-FARGO ND	ND	701	213	LEVEL 3	GRANDFORKS
638	BISMARCK NORTH DAKOTA	ND	701	214	LEVEL 3	BISMARCK
640	SOUTH DAKOTA	NE	402	882	LEVEL 3	SO YANKTON
640	SOUTH DAKOTA	SD	605	413	LEVEL 3	SIOUX FLS
640	SOUTH DAKOTA	SD	605	415	LEVEL 3	RAPID CITY
654	WYOMING	WY	307	200	LEVEL 3	JACKSON
654	WYOMING	WY	307	212	LEVEL 3	ROCK SPG
654	WYOMING	WY	307	213	LEVEL 3	CODY
654	WYOMING	WY	307	459	LEVEL 3	CHEYENNE
654	WYOMING	WY	307	460	LEVEL 3	LARAMIE
654	WYOMING	WY	307	461	LEVEL 3	SHERIDAN
654	WYOMING	WY	307	462	LEVEL 3	CASPER
654	WYOMING	WY	307	463	LEVEL 3	RIVERTON
646	GRAND ISLAND NE	NE	308	718	KMC	GRAND IS
660	UTAH	UT	435	489	KMC	LOGAN
660	UTAH	UT	435	546	KMC	PARK CITY
654	WYOMING	WY	307	551	KMC	LARAMIE
638	BISMARCK NORTH DAKOTA	ND	701	635	KMC	BISMARCK
636	BRAINERD-FARGO ND	ND	701	864	KMC	GRANDFORKS
640	SOUTH DAKOTA	SD	605	846	KMC	RAPID CITY
654	WYOMING	WY	307	444	ALL WEST	EVANSTON
652	IDAHO	ID	208	272	MCI WORLD COM	BOISE
668	TUCSON ARIZONA	AZ	520	668	KMC	TUCSON
620	ROCHESTER MINNESOTA	MN	507	474	HBC	WINONA
656	DENVER CO	CO	720	278	TIME WARNER	AURORA
656	DENVER CO	CO	720	305	TIME WARNER	DENVER
628	MINNEAPOLIS MINN	MN	612	460	TIME WARNER	TWINCITIES
628	MINNEAPOLIS MINN	MN	763	226	TIME WARNER	TWINCITIES
628	MINNEAPOLIS MINN	MN	952	479	TIME WARNER	CHASKA
628	MINNEAPOLIS MINN	MN	952	674	TIME WARNER	TWINCITIES
636	BRAINERD-FARGO ND	ND	701	893	USLINK	FARGO
656	DENVER CO	CO	303	350	SPRINT LOCAL	DENVER
656	DENVER CO	CO	303	353	SPRINT LOCAL	DENVERSLVN
658	COLORADO SPRINGS CO	CO	719	283	SPRINT LOCAL	PUEBLO
658	COLORADO SPRINGS CO	CO	719	284	SPRINT LOCAL	COLORDOSPG
658	COLORADO SPRINGS CO	CO	719	297	SPRINT LOCAL	LIMON
658	COLORADO SPRINGS CO	CO	719	496	SPRINT LOCAL	ALAMOSA
658	COLORADO SPRINGS CO	CO	719	497	SPRINT LOCAL	TRINIDAD
658	COLORADO SPRINGS CO	CO	719	792	SPRINT LOCAL	CANON CITY
658	COLORADO SPRINGS CO	CO	719	793	SPRINT LOCAL	WALSENBURG
656	DENVER CO	CO	970	306	SPRINT LOCAL	VAIL
656	DENVER CO	CO	970	315	SPRINT LOCAL	ASPEN
656	DENVER CO	CO	970	329	SPRINT LOCAL	CRAIG
656	DENVER CO	CO	970	455	SPRINT LOCAL	DILLON
656	DENVER CO	CO	970	456	SPRINT LOCAL	GLENWD SPG
656	DENVER CO	CO	970	457	SPRINT LOCAL	STEAMBOSPG
656	DENVER CO	CO	970	458	SPRINT LOCAL	STERLING
656	DENVER CO	CO	970	459	SPRINT LOCAL	DURANGO

656	DENVER CO	CO	970	557 SPRINT LOCAL	GRANBY
656	DENVER CO	CO	970	672 SPRINT LOCAL	FT COLLINS
656	DENVER CO	CO	970	673 SPRINT LOCAL	GREELEY
656	DENVER CO	CO	970	812 SPRINT LOCAL	GRAND JCT
635	CEDAR RAPIDS IOWA	IA	319	512 SPRINT LOCAL	IOWA CITY
635	CEDAR RAPIDS IOWA	IA	319	550 SPRINT LOCAL	CEDAR RPDS
635	CEDAR RAPIDS IOWA	IA	319	575 SPRINT LOCAL	CEDARFALLS
634	DAVENPORT IOWA	IA	319	576 SPRINT LOCAL	BURLINGTON
632	DES MOINES IOWA	IA	515	508 SPRINT LOCAL	DES MOINES
632	DES MOINES IOWA	IA	515	509 SPRINT LOCAL	AMES
634	DAVENPORT IOWA	IA	563	513 SPRINT LOCAL	DUBUQUE
634	DAVENPORT IOWA	IA	563	514 SPRINT LOCAL	DAVENPORT
630	SIOUX CITY IA	IA	712	301 SPRINT LOCAL	SIOUX CITY
626	ST CLOUD MINNESOTA	MN	320	281 SPRINT LOCAL	ST CLOUD
628	MINNEAPOLIS MINN	MN	320	322 SPRINT LOCAL	PINE CITY
620	ROCHESTER MINNESOTA	MN	507	205 SPRINT LOCAL	WINONA
620	ROCHESTER MINNESOTA	MN	507	316 SPRINT LOCAL	ROCHESTER
620	ROCHESTER MINNESOTA	MN	507	414 SPRINT LOCAL	OWATONNA
628	MINNEAPOLIS MINN	MN	651	249 SPRINT LOCAL	TWINCITIES
636	BRAINERD-FARGO ND	ND	701	203 SPRINT LOCAL	GRANDFORKS
638	BISMARCK NORTH DAKOTA	ND	701	204 SPRINT LOCAL	BISMARCK
636	BRAINERD-FARGO ND	ND	701	205 SPRINT LOCAL	FARGO
640	SOUTH DAKOTA	SD	605	299 SPRINT LOCAL	MITCHELL
640	SOUTH DAKOTA	SD	605	593 SPRINT LOCAL	RAPID CITY
640	SOUTH DAKOTA	SD	605	609 SPRINT LOCAL	PIERRE
640	SOUTH DAKOTA	SD	605	610 SPRINT LOCAL	SIOUX FLS
654	WYOMING	WY	307	201 SPRINT LOCAL	JACKSON
654	WYOMING	WY	307	222 SPRINT LOCAL	CHEYENNE
654	WYOMING	WY	307	223 SPRINT LOCAL	LARAMIE
654	WYOMING	WY	307	224 SPRINT LOCAL	CASPER
654	WYOMING	WY	307	257 SPRINT LOCAL	GILLETTE
654	WYOMING	WY	307	278 SPRINT LOCAL	BUFFALO
654	WYOMING	WY	307	288 SPRINT LOCAL	EVANSTON
654	WYOMING	WY	307	298 SPRINT LOCAL	DOUGLAS
632	DES MOINES IOWA	IA	515	313 AT&T LOCAL	DES MOINES, IA
630	SIOUX CITY IA	IA	712	389 AT&T LOCAL	SIOUX CITY
636	BRAINERD-FARGO ND	ND	701	412 AT&T LOCAL	FARGO
638	BISMARCK NORTH DAKOTA	ND	701	934 AT&T LOCAL	BISMARCK
640	SOUTH DAKOTA	SD	605	252 AT&T LOCAL	ABERDEEN, SD
640	SOUTH DAKOTA	SD	605	254 AT&T LOCAL	SIOUX FLS
640	SOUTH DAKOTA	SD	605	301 AT&T LOCAL	PIERRE
640	SOUTH DAKOTA	SD	605	340 AT&T LOCAL	DEADWOOD
640	SOUTH DAKOTA	SD	605	702 AT&T LOCAL	STURGIS
640	SOUTH DAKOTA	SD	605	939 AT&T LOCAL	RAPID CITY
630	SIOUX CITY IA	IA	712	346 AT&T LOCAL	SPENCER
638	BISMARCK NORTH DAKOTA	ND	701	300 AT&T LOCAL	DICKINSON
636	BRAINERD-FARGO ND	ND	701	429 AT&T LOCAL	FARGO
640	SOUTH DAKOTA	SD	605	759 AT&T LOCAL	SIOUX FLS
636	BRAINERD-FARGO ND	ND	701	419 AT&T LOCAL	JAMESTOWN
638	BISMARCK NORTH DAKOTA	ND	701	516 AT&T LOCAL	BISMARCK
636	BRAINERD-FARGO ND	ND	701	639 AT&T LOCAL	FARGO
636	BRAINERD-FARGO ND	ND	701	765 AT&T LOCAL	GRANDFORKS

636	BRAINERD-FARGO ND	ND	701	892 AT&T LOCAL	WAHPETON
640	SOUTH DAKOTA	SD	605	595 AT&T LOCAL	SIOUX FLS
632	DES MOINES IOWA	IA	515	419 TELEPORT	DES MOINES, IA
664	NEW MEXICO	NM	505	578 LEVEL 3	ROSWELL
664	NEW MEXICO	NM	505	635 LEVEL 3	LAS CRUCES
660	UTAH	UT	801	813 AT&T LOCAL	BOUNTIFUL
652	IDAHO	ID	208	417 SPRINT LOCAL	POCATELLO
652	IDAHO	ID	208	419 SPRINT LOCAL	IDAHO FALLS
652	IDAHO	ID	208	447 SPRINT LOCAL	BOISE
660	UTAH	UT	435	248 SPRINT LOCAL	TOOELE
660	UTAH	UT	435	275 SPRINT LOCAL	ST GEORGE
660	UTAH	UT	435	363 SPRINT LOCAL	LOGAN
660	UTAH	UT	435	494 SPRINT LOCAL	BRIGHAM CY
660	UTAH	UT	435	565 SPRINT LOCAL	PARK CITY
660	UTAH	UT	801	289 SPRINT LOCAL	SALT LAKE
660	UTAH	UT	801	752 SPRINT LOCAL	OGDEN
660	UTAH	UT	801	885 SPRINT LOCAL	PROVO
652	IDAHO	ID	208	577 AT&T LOCAL	BOISE
652	IDAHO	ID	208	915 AT&T LOCAL	POCATELLO
652	IDAHO	ID	208	914 AT&T LOCAL	BOISE
648	GREAT FALLS MT	MT	406	217 AT&T LOCAL	GREAT FALLS
648	GREAT FALLS MT	MT	406	274 AT&T LOCAL	MISSOULA
650	BILLINGS MT	MT	406	281 AT&T LOCAL	BILLINGS
648	GREAT FALLS MT	MT	406	634 AT&T LOCAL	HELENA
652	IDAHO	ID	208	779 AT&T LOCAL	CALDWELL
648	BILLINGS MT	MT	406	219 AT&T LOCAL	BOZEMAN
648	GREAT FALLS MT	MT	406	221 AT&T LOCAL	BUTTE
640	SOUTH DAKOTA	SD	605	824 LLM	VERMILLION
636	BRAINERD-FARGO ND	ND	701	365 INTEGRA	FARGO
636	BRAINERD-FARGO ND	ND	701	373 INTEGRA	FARGO
636	BRAINERD-FARGO ND	ND	701	738 INTEGRA	GRANDFORKS
644	OMAHA NEBRASKA	NE	402	884 KMC	OMAHA
652	IDAHO	ID	208	921 KMC	BOISE
648	GREAT FALLS MT	MT	406	214 KMC	MISSOULA
648	GREAT FALLS MT	MT	406	553 KMC	GREAT FALLS
670	EUGENE OREGON	OR	541	363 KMC	KLAMATH FLS
676	SPOKANE WASHINGTON	ID	208	816 LEVEL 3	LEWISTON
672	PORTLAND OREGON	OR	503	298 LEVEL 3	ASTORIA
676	SPOKANE WASHINGTON	OR	541	203 LEVEL 3	STATELINE
670	EUGENE OREGON	OR	541	326 LEVEL 3	MEDFORD
670	EUGENE OREGON	OR	541	359 LEVEL 3	EUGENE
670	EUGENE OREGON	OR	541	368 LEVEL 3	CORVALLIS
672	PORTLAND OREGON	OR	971	239 LEVEL 3	SALEM
672	PORTLAND OREGON	OR	971	247 LEVEL 3	NORTH PL
630	SIOUX CITY IA	IA	712	202 MCLEODUSA	SIOUX CITY
676	SPOKANE WASHINGTON	ID	208	553 SPRINT LOCAL	LEWISTON
648	GREAT FALLS MT	MT	406	204 SPRINT LOCAL	HELENA
648	GREAT FALLS MT	MT	406	205 SPRINT LOCAL	GREAT FALLS
650	BILLINGS MT	MT	406	206 SPRINT LOCAL	BILLINGS
650	BILLINGS MT	MT	406	213 SPRINT LOCAL	COLSTRIP
650	BILLINGS MT	MT	406	943 SPRINT LOCAL	SIDNEY
650	BILLINGS MT	MT	406	944 SPRINT LOCAL	MILES CITY

650	BILLINGS MT	MT	406	946	SPRINT LOCAL	LIVINGSTON
650	BILLINGS MT	MT	406	948	SPRINT LOCAL	GLENDIVE
650	BILLINGS MT	MT	406	953	SPRINT LOCAL	HARDIN
648	GREAT FALLS MT	MT	406	960	SPRINT LOCAL	DILLON
648	GREAT FALLS MT	MT	406	966	SPRINT LOCAL	SHELBY
648	GREAT FALLS MT	MT	406	968	SPRINT LOCAL	LEWISTOWN
670	EUGENE OREGON	OR	541	205	SPRINT LOCAL	KLAMATHFLS
670	EUGENE OREGON	OR	541	206	SPRINT LOCAL	EUGENE
670	EUGENE OREGON	OR	541	207	SPRINT LOCAL	CORVALLIS
670	EUGENE OREGON	OR	541	531	SPRINT LOCAL	MEDFORD
672	PORTLAND OREGON	OR	971	218	SPRINT LOCAL	SALEM
672	PORTLAND OREGON	OR	971	409	SPRINT LOCAL	PORTLAND
672	PORTLAND OREGON	OR	541	612	ICG	PENDLETON
672	PORTLAND OREGON	OR	503	468	ICG	ASTORIA
672	PORTLAND OREGON	OR	541	249	ICG	BAKER
672	PORTLAND OREGON	OR	541	320	ICG	SUMPTER
670	EUGENE OREGON	OR	541	351	ICG	NEWPORT
672	PORTLAND OREGON	OR	541	362	ICG	PRINEVILLE
652	IDAHO	ID	208	639	ICG	BOISE
652	IDAHO	ID	208	643	ICG	BLACKFOOT
652	IDAHO	ID	208	647	ICG	BURLEY
652	IDAHO	ID	208	649	ICG	CALDWELL
652	IDAHO	ID	208	695	ICG	MERIDIAN
652	IDAHO	ID	208	696	ICG	MT HOME
652	IDAHO	ID	208	697	ICG	NAMPA
652	IDAHO	ID	208	806	ICG	KETCHUM
652	IDAHO	ID	208	881	ICG	IDAHO FALLS
652	IDAHO	ID	208	944	ICG	TWIN FALLS

[REDACTED]

CALL AGENT

LUCENT TECH 5 ESS

[illegible]

CALL AGENT

CALL AGENT

LUCENT TECH LUCENT SOFTWARE
LUCENT TECH LUCENT SOFTWARE

DIGITAL SWITCHING SYSTEM

DIGITAL SWITCHING SYSTEM

DIGITAL SWITCHING SYSTEM

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TELICA PLEXUS 9000

LUCENT TECH 5 ESS

LUCENT TECH 4 ESS

LUCENT TECH 4 ESS

LUCENT TECH 5 ESS

NORTEL NTWK DMS 250

DIGITAL SWITCHING SYSTEM

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DIGITAL SWITCHING SYSTEM

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[illegible][illegible]

ATTACHMENT 3

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
Unbundled Access to Network Elements)	WC Docket No. 04-313
)	
Review of the Section 251 Unbundling)	CC Docket No. 01-338
Obligations of Incumbent Local Exchange)	
Carriers)	

DECLARATION OF WILLIAM M. CAMPBELL

1. My name is William M. Campbell. My business address is 1801 California Street, Denver, Colorado 80202. I have been employed by Qwest Corporation ("Qwest") for 24 years. I am currently a Director in Qwest's Product Management Group and am responsible for the wholesale services provided to other telecommunications carriers. I oversee the development of new products and the management of established products for interconnection and unbundled network elements. These oversight responsibilities include product definitions and policies, pricing, product documentation, negotiations support, revenues, and expenses. I have participated extensively in the development and negotiation of Qwest's Qwest Platform Plus ("QPP") and Line Sharing commercial products.

2. Previously I held various jobs in the engineering and wholesale organizations as Qwest. I started at Mountain Bell, a predecessor of Qwest, as an engineering manager in the outside plant organization. During the next 17 years, I had a variety of assignments in all facets of the network organization, including new

technology planning, regional capital budget administration, finance operations, assignments, installation and repair center operations, and service assurance and maintenance operations. In 1997, I joined the Wholesale Division as a State Interconnection Manager. In this role, I was a primary contact for competitive local exchange carriers ("CLECs"), helping to establish the interface to U S WEST Communications' (also a Qwest predecessor) interconnection products and services. I hold a Bachelor of Arts and Master of Arts Degree in Business Administration from Western State College of Colorado.

3. The purpose of my Declaration is to describe Qwest's QPP and Commercial Line Sharing products and the commercial agreements that Qwest has reached with CLECs regarding these products. After a brief overview, the Declaration provides a more detailed description of each of the products and the negotiations from which they resulted. The Declaration then explains why these commercial agreements are in the best interest of both Qwest and the CLECs who enter into them.

I. Overview

4. Earlier this year, Qwest entered into commercial arrangements with two of the largest CLECs in its region for commercial products that replace UNE line sharing and UNE-P. In the first agreement, Covad Communications Company ("Covad"), which is the largest CLEC provider of DSL services, and Qwest reached a three-year agreement that allows Covad to obtain new customers via Commercial Line Sharing.¹ With regard to QPP, MCImetro Access Transmission Services ("MCI"), which is the second-largest

¹ See Exhibit WC-1.

UNE-P purchaser in Qwest's region, entered into a four-year agreement with Qwest for a commercial product that provides equivalent functionality to UNE-P at a somewhat higher price.² The QPP agreement is a region-wide 14 state contract with no market limitation or exclusion. Qwest also agreed to provide MCI with a number of other benefits in the QPP agreement, including deployment of a batch hot cut process for unbundled loops at a negotiated rate significantly below current hot cut rates.

Subsequently, seven additional CLECs entered into agreements for commercial line sharing and five for QPP. Each of these agreements was filed with the Federal Communications Commission ("FCC") under Section 211(a) of the Communications Act and are available to any other carrier on a nondiscriminatory basis.

5. For Qwest, these agreements allow the company to keep CLECs and its end user customers on the Qwest network and retain at least a portion of the revenues it would have received if the end user had remained with Qwest. In today's competitive market, end users have a choice of providers, including intermodal competitors that result in Qwest's complete loss of the customer and associated revenue stream. For the CLECs, the agreements provide a basis for the companies to develop and execute their business plans over the next several years free from the high degree of uncertainty that has characterized unbundled network elements since their inception in 1996. Indeed, when MCI and Qwest reached agreement for QPP, MCI's president and chief executive stated the company's view that "good faith commercial negotiations can result in agreements

² See Exhibit WC-2.

that reflect the changing industry landscape and avoid complex regulatory proceedings and litigation.”³

II. Commercial Line Sharing

6. On April 14, 2004, Covad and Qwest entered into a commercial arrangement for a new Qwest product called Commercial Line Sharing, which has the same functionality as the line sharing UNE that was eliminated (subject to a transition period) by the *Triennial Review Order*. This arrangement resulted from 12 months of intensive negotiations both before and after the issuance of the *Triennial Review Order* in August 2003. By purchasing this product, Covad (and any other CLEC that enters into a Commercial Line Sharing agreement) can continue to obtain new customers via line sharing beyond the October 2, 2004 cut-off date in the *Triennial Review Order*. Commercial Line Sharing reuses the same preordering, ordering, provisioning, and maintenance and repair processes that applied to UNE line sharing, so Covad will not have to develop any new interfaces or processes to use the new commercial product. The recurring rate for Commercial Line Sharing will range from \$5.00 to \$8.00 per month (including OSS charges), depending on Covad’s volume of new customers, compared to state-averaged rates of \$12 to \$24 if Covad ordered an entire copper loop, as it would have to do in the absence of the commercial agreement. Covad also can convert existing customers that are served via UNE line sharing to the Commercial Line Sharing product, which may result in lower rates than under the transitional rates for line sharing in the *Triennial Review Order*.

³ “Qwest and MCI Break Impasse to Reach Pact on Network Leasing Rates,” N.Y. Times (June 1, 2004) (quoting MCI Chief Executive Michael Capellas).

7. Through the course of negotiations, Qwest made a number of concessions to Covad, in addition to a reduction in the rates that Qwest originally proposed for Commercial Line Sharing. For example, Qwest agreed to perform required conditioning (e.g., removal of load coils and interfering bridge taps) free-of-charge on up to five percent of the Commercial Line Sharing arrangements ordered by Covad. Qwest also agreed to certain performance measures, so Covad could continue to monitor the customer experience.

8. Since Covad signed the Commercial Line Sharing agreement, seven other CLECs have entered into the same agreement with Qwest. Those CLECs include Alpine Network Services, BTC, Inc., Community Internet Systems, Inc., Complete Communications, InTTec, Inc., LTDS Corporation, and Zippy Tech, Inc.

III. Qwest Platform Plus

9. On July 16, 2004, MCI and Qwest entered into a Master Services Agreement for QPP. Negotiations for this agreement began in March of this year. Shortly after that time, Qwest and MCI hired a third-party mediator to help facilitate negotiations between the companies. The same mediator also conducted two mediation sessions between Qwest and CLEC purchasers of UNE-P in Qwest's region. More than 45 CLECs attended at least one of those sessions. Following approximately a dozen bilateral negotiation sessions, MCI and Qwest reached a Memorandum of Understanding on May 31, 2004. The companies conducted extended negotiations over the next several weeks to work out the terms of the final agreement for QPP.

10. The QPP arrangement is comprised of a UNE loop purchased from the CLEC's interconnection agreement and mass market switching (including vertical features) and shared transport from the QPP agreement. These components provide a QPP purchaser with the same functionality as UNE-P. Thus, a CLEC can obtain QPP without the need for a hot cut, collocation, or backhaul facilities. QPP utilizes the same preordering, ordering, provisioning, and repair and maintenance processes as are used for UNE-P, so purchasers of QPP do not have to develop new interfaces or processes for the commercial product. At MCI's insistence, the QPP agreement includes provisioning intervals and other performance measures, including service credits to MCI on the key provisioning and repair measures if Qwest fails to perform.

11. Until the end of 2004, the rates for QPP are equivalent to the rates for UNE-P. Thereafter, the QPP rates are subject to three annual increases. Those increases will vary from state to state in Qwest's region and will be slightly higher when QPP is used to serve business customers rather than residential customers. On average, rates for residential customers will increase by \$1.70 on January 1, 2005; another \$0.55 on January 1, 2006; and another \$0.35 on January 1, 2007. The rates for business customers will increase an average of \$2.70, \$1.75, and \$1.75 on those dates. Those rate increases will be reduced by 10 percent if MCI meets the volume incentives specified in the agreement. As part of the QPP arrangement, a CLEC agrees to amend its interconnection agreement to eliminate its ability to purchase UNE-P from that agreement.⁴

⁴ See Exhibit WC-3.

12. The QPP arrangement includes a number of other terms that are favorable to MCI and other purchasers of QPP. In particular, Qwest agreed to implement a batch hot cut process at rates that are substantially less than TELRIC rates approved by state commissions for individual hot cuts. Originally, Qwest proposed a batch hot cut rate of \$46.00 (as compared to Qwest's TELRIC rates which generally range between \$50.00 and \$55.00 for individual batch hot cuts). The final rates in the QPP arrangement range from \$27.50 to \$18.50, depending on whether the CLEC meets the volume targets specified in the QPP agreement. The processes for the batch hot cut process were developed through a batch hot cut forum between Qwest and the CLECs in its region, which is described in detail in the Declaration of Dennis Pappas. Through negotiations with MCI, Qwest agreed to a number of additional favorable terms and conditions with regard to the batch hot cut process. For example, Qwest agreed to perform hot cuts for multiple loops provisioned over integrated digital loop carrier ("IDLC") as a batch, even though these hot cuts require substantially more work by Qwest. IDLC loops will also be included in the scheduling tool that will be used by CLECs for the batch hot cut. Qwest also agreed to allow CLECs to engage in line splitting over QPP. These are all terms that Qwest had declined to provide in the batch hot cut forum, due to the increased cost to the company of doing so.

13. Since MCI signed the QPP agreement, five other CLECs have entered into the same agreement with Qwest. Those CLECs include ChoiceTel, Granite Communications, New Access Communications, Preferred Long Distance, and Unicom.

IV. Advantages of Commercial Agreements

14. As MCI's chief executive has stated, "a negotiated outcome is not only possible, but mutually beneficial" with regard to obtaining access to an ILEC's network.⁵ Commercial carrier agreements provide substantial benefits to CLECs and ILECs alike. For both sides to the agreements, commercial agreements offer much more certainty than the parties' interconnection agreements have provided over the past several years. Indeed, the MCI-Qwest agreement for QPP acknowledges the uncertainty in the regulatory environment and states that the agreement is intended "to address such uncertainty and to create a stable arrangement for the continued availability to MCI from Qwest of services technically and functionally equivalent" to the UNE-P arrangements in MCI's interconnection agreements with Qwest. Irrespective of the cause of the instability, the fact remains that federal and state regulatory requirements have been in a state of near-constant flux over the past eight years. In contrast, Qwest's QPP and Commercial Line Sharing agreements offer stable rates, terms, and conditions over the three or four year term of the agreement.

15. The commercial agreements also provide Qwest with critical revenue stability. By entering the agreement, Qwest has some sense of the revenues that it can expect to receive from the CLECs who enter these agreements. It also has the opportunity to provide the CLEC additional network components, such as DSL, Advanced Intelligent Network ("AIN"), and Voice Messaging Service ("VMS"), that provide enhanced capabilities not available with UNE-P and the potential for additional

⁵ "MCI, Qwest Reach Telecom Network Access Deal," Reuters (May 31, 2004) (quoting MCI Chief Executive Michael Capellas).